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SAPC 17474

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Supplemental Agreement No. 7 to Contract No. SC-21-54

Date: June 1, 1957

SUPPLEMENTAL AGREEMENT
TO
FIXED PRICE CONTRACT
FOR
THE UNITED STATES OF AMERICA

CONTRACTOR: The Perkin-Elmer Corporation, Norwalk, Conn.

SUPPLEMENTAL AGREEMENT FOR: Contract Work (see Schedule)

CHANGE IN CONTRACT TARGET PRICE: \$63,542.53 Increase

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This Supplemental Agreement made and entered into this 1st day of June, 1957 amends, supplements, and revises Contract SC-21-54 as follows:

- 1. In the Schedule, Section L "Price Redetermination."
- a) Delete subsection 2 and insert the following:
  - "2. The Contract target price set forth in Appendix I, as amended in paragraphs 2 and 3 bêlow, for delivery of the items listed therein is \$6,478,512.53 and such target price is composed of contract target costs of \$6,040,905.20 and a total contract target profit of \$424,518.03 and a tax of \$13,089.30."
- b) Delete subsection 4 and insert the following:
  - "4. Upon the filing of the statement and other pertinent information required by subsection 3, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised total contract target cost, or a reasonable maximum contract price, or both, PROVIDED, HOWEVER, that no revision need be made in the contract target cost of \$6,040,905.20, if it is agreed that such contract target cost is reasonable in the light of circumstances at the time. Any revision of the contract target cost, or the establishment of a maximum contract price, shall be evidenced by an amendment to this contract."
- c) Delete subsection 6 and insert the following:
  - "6. Upon the filing of the statement and other pertinent information required by Subsection 5, above, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. The revised price shall be evidenced by an amendment to this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised price, consideration shall be given to the agreed upon target profit of \$424,518.03, at a target cost of \$6,040,905.20 and the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. In the event that the Contractor's actual costs of producing the supplies or furnishing the services hereunder exceed \$6,040,905.20 plus a tax of \$13,089.30 consideration shall be given to reducing the Contractor's target profit of \$424,518.03 and, in the event such actual costs are less than \$6,040,905.20 plus a tax of \$13,089.30, consideration shall be given to increasing the Contractor's target profit of \$424,518.03."

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2. In Appendix I, Section A, add the following new pages I-D, XI-B, XLX, XLXI describing the additions to the services to be performed under this section of Contract SC 21-54. Section A is read as follows:

"Section A. Items to be furnished by the Contractor."

"The Contractor will be paid a total price of \$2,014,396.40, subject to the provisions of Section L of the Schedule entitled "Price Redetermination," for the performance of the services and furnishing the supplies set forth under Items 1-51, 264-269, 300-309 and 317-327."

Appendix I, Section A, replacement pages are attached hereto.

3. In Appendix I, Section B, add the following new page, XLXII describing the revisions to the Ground Support Equipment and the Operational Spares based on field experience and final camera designs. Section B is to read as follows:

"Section B. Items to be manufactured by Hycon Mfg. Company."

"Description of the items which follow are given in more detail in Hycon Mfg. Company "Aerial Survey Equipment Proposal, 14 May 1955," Aerial Surveying Equipment, 1 September, revised 14 November," "Additions to Project Plan, 25X1 29 August," "Letter of 21 March 1956 from "Change Order Proposal #8, 23 May 1956," "Change Order Proposal #11, 31 May 1956," "Change Order Proposal #12, 31 May 1956," "Change Order Proposal #13, 15 June 1956," "Change Order Proposal #14, 14 June 1956," "Change Order Proposal #15, 15 June 1956," "Change Order Proposal #18, 15 June 1956," "Change Order Proposal #19, 15 June 1956," "Change Order Proposal #20, Revised, 19 November 1956," "Change Order Proposal #21, 15 June 1956," "Change Order Proposal #22, 16 June 1956," "Change Order Proposal #23, 30 October 1956," "Change Order Proposal #24, 4 January 1957," "Change Order Proposal #25, 12 March 1957," and letter dated 27 February 1957 from Elmer Corporation." Such detailed item descriptions are hereby incorporated in the contract by reference and are made a part hereof."

"Hycon Mfg. Company will be paid a total price of \$4,132,455.13 subject to the provisions of Section L of this Schedule, entitled "Price Redetermination" for performance of the services and furnishing the supplies set forth in Items 52-183, 185-263, 270-299, 310-316, 328-330 and 331."

Item 331 will be made as a separate payment of \$13,089.30 subject to refund in total to the Contracting Officer in accordance with "Letter dated 22 May 1957 from Contracting Officer to Perkin-Elmer," and "Letter dated 31 May from 25X1 Such references are hereby incorporated in the c25X1 by reference and are made a part hereof.

Appendix I, Section B, replacement pages are attached hereto.

4. In Appendix I, delete Section C, and insert a new Section C.

184

"Section C. Items to be furnished by Contractor (Subject to the provisions of Section L of this Schedule, entitled "Price Redetermination").

ITEM NO. DESCRIPTION TOTAL PRICE

Contractor's services in connection with technical

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and administrative responsibilities with coordination and with administration of the procurement hereunder from Hycon Mfg. Company.

\$331,661

Appendix I, Section C, replacement is attached hereto.

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Except as hereby notified, either expressly or by necessary implication, all the terms, covenants and conditions of the contract affected shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the day and year first above written:

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THE UNITED STATES OF AMERICA BY \* Contingent upon the availability of Fiscal Year 1958 funds. (Contracting Officer) THE PERKIN-ELMER CORPORATION BY Vice-President (Title) Main Avenue Norwalk, Connecticut (Address) , certify that I am the Secretary of the corporation named as Contractor herein; that Roderic M. Scott, who signed this Supplemental Agreement on behalf of the Contractor, was then Vice President of said corporation; that said Supplemental Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers. (CORPORATE SEAL)

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### APPENDIX I

A. Items to be furnished by Contractor.

The Contractor will be paid a total price of \$2,014,396.40 subject to the provisions of Section L of this Schedule entitled "Price Redetermination," for the performance of the services and furnishing the supplies set forth under Items 1-51, 264-269, 300-309 and 317-327. Items 264-269, 300-309 and 317-327 are out of sequence and will be found after Appendix I, Section B.

#### APPENDIX I

Section B - Items to be manufactured by Hycon Manufacturing Company.

Hycon Manufacturing Company will be paid a total price of \$4,132,455.13 subject to the provisions of Section L of the Schedule, entitled "Price Redetermination" for performance of the services and furnishing the supplies set forth under Items 52-183, 185-263, 270-299 and 310-316, 328-330 and 331.

Item 331 will be made as a separate payment of \$13,089.30 subject to refund in total to the Contracting Officer in accordance with "Letter dated 22 May 1957 from Contracting Officer to Perkin-Elmer," and "Letter dated 31 May from Such references are hereby incorporated in the contract by reference and are made a part hereof.

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XII-E

### APPENDIX I

Section C. Items to be furnished by the Contractor (subject to the provisions of Section L of this schedule, entitled "Price Redetermination").

Item No.	Description	Total Price
184	Contractor's services in connection with technical and administrative responsibilities with coordination and with administration of the procurement hereunder from Hycon Manufacturing	3
	Company.	\$331,661
	Delivery - Contractor may bill this item on a pro- rata basis with billings submitted for items 52-18 185-263, 270-299 and 310-316, 328-330 and 331.	



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ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
45 <b>-</b> ъ	Delete		
45 <b>-</b> c	Construct, test and deliver the quantities listed below of the fused quartz mirrors designed under item 43-a.		
	1) Six (6) mounts and elliptical mirrors with a 19.50" O.D.C.A. and a finished thick ness of 2"	 \$2 <b>,</b> 805	\$16,830
	Delivery - One (1) 8-22-55 One (1) 8-7-55 One (1) 11-16-55 One (1) 12-15-55 One (1) 1-27-56 One (1) 2-24-56		
	2) Six sets of mirrors, one each 155-1010, 1043, 155-1012, 155-1013, 155-1014, 155-101. Per set of six	5 - \$10,023	\$60,138
	Delivery - One (1) set 7-1-56 One (1) set 9-1-56 Two (2) sets 11-1-56 Two (2) sets 12-1-56		
	3) Modify design of 155-1011 and construct, test and deliver one (1) replacement 155-1043		
	Delivery - 4-9-57	\$11,400	\$11,400
	4) Redesign mirror 155-1013 and rework one (1) mirror 155-1013	\$4,000	\$4,000
	Delivery - 5-1-57		

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ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL BRICE
318	Repair of Data Camera #1 Delivery - April 1956	\$1710.00	\$1710.00
319	Repair of Data Camera #2 Delivery - April 1956	\$1810.00	\$1810.00
320	Repair of Hand Control #103 Delivery - June 1956	\$960.00	\$960.00
321	Repair of Hand Control #109 Delivery - July 1956	\$675.00	\$675.00
322	Construct and delivery twenty-one (21) Hand Guards, MK I, P/N 500-1197 Delivery - February 1957	\$15.00	\$315.00
323	Construct and deliver five (5) sets of springs for Data Camera (spring P/N 151-1068, 151-1069, 151-1205; 151-1209) Delivery - June 1957	\$17.00	\$85.00
324	Design, construct and deliver one set optical wedges (plane and stepped) for testing 180" f/13.8 optical system. Delivery - June 1957	<b>\$3150.00</b>	\$3150.00
325	Construct and deliver parts for rework of fifteen Data Camera scanning mechanisms 151-0084 including bushings and gears. Delivery - June 1957	\$7600.00	\$7600.00
326	Design, construct and deliver one (1) drill jig, associated tools and gages 151-1494, for replacement work on Data Camera scan drive mechanism. Delivery - May 1957	\$1800.00	\$1800.00
327	Deliver eight (8) Scan Motors P/N 151-0134 for Tracker Delivery - March 1957	\$240.00	\$1920.00

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ITEM NO. DI	ESCRIPTION	UNIT PRICE	TOTAL PRICE
Ji oi oi De	eliver twenty-three (23) A/C Power unction Boxes #731670-E each incl. ne (1) Jumper Cable #731697-C and ne (1) Cable 28V.D.C. #731699 elivery - 30 days after receipt of ontract amendment.	\$542.70	\$12,482.10
	eliver three (3) Cable 28 V.D.C.,	10.200	722,102.20
De	pare #731699 elivery - 30 days after receipt of ontract amendment.	\$9.71	\$29.13
#7 Pc	eliver thirteen (13) A-1 Power Cable 731641 - C and thirteen (13) A-2 ower Cables #731690-C elivery - 30 days after receipt of	es	
	ontract amendment.	\$54.00	\$1,404.00

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ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
331	Property tax to Los Angeles County and City of Pasadena on inventory for year ended 6-30-57, payment made under protest.	\$13,089.30	\$13,089.30